

MAINTENANCE  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE TOWN OF BENSON

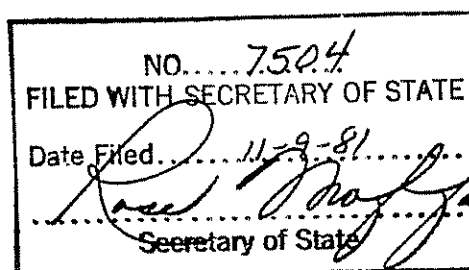
*Sec. of State # 7504*  
*A.C. # 81-626*  
*Filing Date 11/9/81*

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE" and the TOWN OF BENSON, hereinafter called "TOWN",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the TOWN is empowered by Arizona Revised Statutes Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said TOWN;

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the TOWN. This work shall include, but not be limited to the operation and maintenance of traffic signals and/or highway lighting at the following location:



B-10 and Patagonia Street

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The TOWN shall set aside sufficient funds and be responsible for all electrical energy costs to operate the traffic signals and/or highway lighting.

2. The STATE shall set aside sufficient funds and be responsible for all operations and maintenance except electrical energy cost; the responsibility of the STATE includes monthly telephone charges for traffic signal interconnect circuits when utilized.

3. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.

4. All parties are hereby put on notice that this AGREEMENT is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

5. THIS AGREEMENT shall remain in force and effect until midnight June 30, 1982, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

6. It is understood that this Agreement will cancel and supersede any previous Agreements for installation, maintenance, and betterment of traffic signals and/or highway lighting on those State Highways which traverse within the boundaries of the TOWN.

7. It is understood that the list of locations set forth in this Agreement may be added to, or have deletions made, by Letter Addendum Exhibit "C", with all other conditions set forth remaining in effect.

8. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

9. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

10. This Agreement shall be filed with the Secretary of State and shall become effective upon such filing.

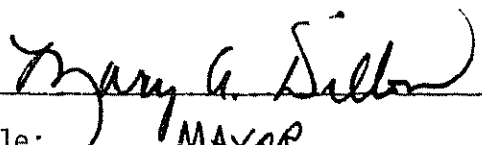
11. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the TOWN is authorized under the law of this State to enter into this Agreement and that it is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.


STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

By:   
Chief Deputy State Engineer

TOWN OF BENSON

By:   
Title: MAYOR

ATTEST:

  
Town Clerk

CERTIFICATION

I, Doris Humphrey, the duly qualified and acting Town Clerk of the Town of Benson, County of Cochise, State of Arizona, do hereby certify that the foregoing is a true and correct copy of the from the minutes of the Town Council of the Town of Benson, County of Cochise, State of Arizona, made in official session the 14<sup>th</sup> day of Sept. 1981.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Town of Benson this 14<sup>th</sup> day of Sept. 1981.

Doris Humphrey  
Doris Humphrey - Town Clerk  
Town of Benson

RESOLUTION NO. 39-81

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE TOWN OF BENSON, ARIZONA TO ENTER INTO INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE MAINTENANCE OF SIGNALIZATION/ILLUMINATION; LOCATION, B-10 AND PATAGONIA STREET AND AUTHORIZING THE TOWN MANAGER TO EXECUTE SAID AGREEMENT.

WHEREAS, there is a need to provide regular routine maintenance along and within the major highway transportation corridors of the Town of Benson.

WHEREAS, the Town desires to enhance its image, to reflect its pride in the community.

WHEREAS, the attached agreement reflects joint participation by the Town and State to achieve the aforementioned.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Town Council of the Town of Benson, that the Town enter into an Intergovernmental Maintenance Agreement with the State of Arizona acting by and through the Arizona Department of Transportation to be effective on being filed with the Secretary of State;

BE IT FURTHER RESOLVED, that the Town Manager of Benson, Arizona is authorized, empowered and directed to execute said agreement on behalf of the Town.

PASSED this 14<sup>th</sup> day of Sept 1981 by the Mayor and Town Council of the Town of Benson, Arizona.

Mary G. Diller  
Mayor

ATTEST:

Louis Humphrey  
Town Clerk

APPROVED AS TO FORM:

[Signature]  
Attorney

DETERMINATION

The Office of the Town Attorney of Benson, Arizona has determined that the Town of Benson, Arizona is authorized under the laws of the State of Arizona to enter into that agreement entitled Intergovernmental Maintenance Agreement between the State of Arizona and the Town of Benson, Arizona, which Agreement was authorized at the Town Council meeting of September 14, 1981 and by Resolution 40-81.

Town of Benson

Office of the Town Attorney

  
\_\_\_\_\_  
Town Attorney



OFFICE OF THE  
**Attorney General**

1801 WEST JEFFERSON STREET  
FOURTH FLOOR  
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN  
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 81-626, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 30th day of October, 1981.

ROBERT K. CORBIN  
Attorney General

*James R. Holcomb*  
Assistant Attorney General  
Transportation Division

ARIZONA DEPARTMENT OF TRANSPORTATION  
REQUEST FOR PREAUDIT

TO: External Audit Section

THRU: \_\_\_\_\_

FROM: Carlie Bowmer

SUBJECT: Project: Signalization/Maintenance  
Highway: B-10  
Section: Town of Benson - various locations  
Document Number: A. G. Contract No. 81-626  
Principal: Town of Benson/State of Arizona

It is requested that a preaudit be performed on the subject documents. Upon completion of the preaudit, the documents should be returned to:

Carlie Bowmer, Assistant State Engineer  
Traffic Engineering Section

Signature: Mary McKinley

Title: Administrative Secretary

Preaudit Report No. 131 Date: 11/7/81

The subject documents were preaudited by the External Audit Section in accordance with departmental procedures. No exceptions were taken.

[Signature]  
STAFF AUDITOR

Approved:

[Signature]  
EXTERNAL AUDIT MANAGER

